

## PAST PERFORMANCE EVALUATION REPORT

Please provide 20 of Your Customers to be Surveyed that You have Done Business with in the Past Year

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

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City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

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City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

Customer Name: \_\_\_\_\_  
Name of Contract: \_\_\_\_\_  
City/State: \_\_\_\_\_ Phone: \_\_\_\_\_  
DUNS Numer: \_\_\_\_\_  
e:mail: \_\_\_\_\_

**SECTION THREE  
PAYMENT INFORMATION**

☐ Bill to my Credit Card:

☐ American Express

☐ Visa

☐ Mastercard

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature of Card Holder: \_\_\_\_\_

☐ Bill Me - Send invoice to the address shown in Section One.

I agree to pay \$125 for the preparation/distribution of my Past Performance Evaluation Report, a copy of which will be provided both to my company and the company identified in Section Two above.

**QUESTIONS?** Call Open Ratings, Inc. at (617) 232-9660 and ask for information about the Past Performance Evaluation Report.

**ATTACHMENT II -  
PAST PERFORMANCE EVALUATION REPORT  
BY DUN & BRADSTREET & OPEN RATINGS, INC.**

To order, complete the attached forms and fax or e:mail them to:

Open Ratings, Inc.  
eFAX: (781) 742-6707  
e:mail: reports@openratings.com  
Attn: Mary Kelly, Past Performance Evaluation Fulfillment

**SECTION ONE  
ABOUT YOUR COMPANY**

Please prepare and distribute a Past Performance Evaluation Report on my company, as listed below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
FAX Number: \_\_\_\_\_  
DUNS Number \*: \_\_\_\_\_  
Point of Contact (POC): \_\_\_\_\_  
POC Title: \_\_\_\_\_  
POC e:mail: \_\_\_\_\_

\*If you do not know your company's DUNS number, call (800) 333-0505 or look it up online at:  
<http://www.dnb.com/dunsno/dunsno.htm>.

**SECTION TWO  
THE RECEIPT OF THE INFORMATION**

One copy of the Past Performance Evaluation Report will be forwarded to the Point of Contact listed above for the company and one copy will be forwarded to the following:

GSA/FSS  
IT Acquisition Center/FCI  
Crystal Mall #4; Room 1017  
1941 Jefferson Davis Highway  
Arlington, VA 22202  
Attn: Past Performance Report

NOTE: Additional copies may be sent to additional recipients for a fee of \$25 per additional recipient.



**\*\*Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.\*\***

**BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

**\*\*Include the following SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist.\*\***

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date



**\*\*Include the following in the proposed FSS IT Schedule Pricelist.\*\***



#### **PREAMBLE**

(Name of Company) provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

#### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact (Insert Company Point of contact, phone number, e-mail address, fax number).

In accordance with commercial practices, the Contractor may furnish the Agency/User with a monthly summary activity report.

**7. WIRELESS SERVICE PLAN**

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

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(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

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(c) Describe corporate volume discounts and eligibility requirements.

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**TERMS AND CONDITIONS APPLICABLE TO  
WIRELESS SERVICES  
(SPECIAL ITEM NUMBER 132-53)**

**1. ACCEPTANCE TESTING**

**\*\*Per E.4(d), insert the proposed acceptance test plans and procedures.\*\***

The Contractor shall provide acceptance test plans and procedures for Government approval. The Contractor shall perform acceptance testing of the systems for Government approval in accordance with the approved test procedures.

**2. EQUIPMENT**

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and Government-furnished devices, that conforms to the cellular service furnished by the Contractor.

**3. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

**\*\*Insert commercial warranty.\*\***

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

**4. MANAGEMENT AND OPERATIONS PRICING**

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

**5. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

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**6. MONTHLY REPORTS**



**15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. DESCRIPTION OF IT/EC SERVICES AND PRICING**

**\*\*NOTE TO CONTRACTORS:** The information provided below is designed to assist Contractors in providing complete descriptions and pricing information for the IT/EC Services offered. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should provide the same type of information as it relates to the IT/EC Services offered under the contract.\*\*

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 and 132-52. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:**

**Commercial Job Title:** System Engineer

**Minimum/General Experience:** Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

**Minimum Education:** Bachelor's Degree in Computer Science

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

## 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.



#### 4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data - General, may apply.

#### 8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

#### 9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.



additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.



GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to



**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

**\*\*The phrase, "Information Technology (IT) Professional Services/Electronic Commerce (EC) Services" in the following paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only IT Professional Services are offered, all references to EC Services should be deleted.\*\***

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

**2. PERFORMANCE INCENTIVES**

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**\*\*NOTE: Include paragraph 3 BELOW only if hourly rates for IT Professional Services are offered. If the IT Professional Services are firm-fixed price solutions for a specifically defined service or task, use FAR 8.404 ordering procedures. FAR 8.404 is provided under Item 12, Information for Ordering Offices Section of the pricelist.\*\***

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).



**5. PRICE FOR TRAINING**

The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

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**9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

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**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

**4. CANCELLATION AND RESCHEDULING**

- a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The Government reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.



9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.



the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

**\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.\*\***

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



## 5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**\*\*The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.\*\***

## 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the Government.

## 7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to



**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**\*\*Contractor is to insert commercial guarantee/warranty clauses.\*\***

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number \_\_\_\_\_ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from \_\_\_\_\_ to \_\_\_\_\_.

**\*\*Provide telephone number and hours of operation for technical support hot line; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.\*\***

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**



**12. INVOICES AND PAYMENTS****a. Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

**b. Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**REPAIR SERVICE RATES**

| LOCATION  | MINIMUM<br>CHARGE* | REGULAR<br>HOURS<br>PER HOUR** | AFTER<br>HOURS<br>PER HOUR** | SUNDAYS AND<br>HOLIDAYS<br>PER HOUR |
|---|--------------------|--------------------------------|------------------------------|-------------------------------------|
| CONTRACTOR'S SHOP   | _____              | _____                          | _____                        | _____                               |
| GOVERNMENT LOCATION<br>(WITHIN ESTABLISHED<br>SERVICE AREAS)  | _____              | _____                          | _____                        | _____                               |
| GOVERNMENT LOCATION<br>(OUTSIDE ESTABLISHED<br>SERVICE AREAS) | _____              | _____                          | _____                        | _____                               |

\*MINIMUM CHARGES INCLUDE \_\_\_\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_\_\_\_\_, at a discount of \_\_\_\_\_% from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS****a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of \_\_\_\_\_ \*\*insert commercial warranty\*\*.

**b. REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period \_\_\_\_\_  
\*\*insert commercial warranty\*\*.



c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.

(b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE GOVERNMENT LOCATION (Within Established Service Areas)**

When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the Government office; such overhead is included in the repair service rates listed.

(3) **AT THE GOVERNMENT LOCATION (Outside Established Service Areas)**

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \_\_\_\_\_ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable Government per diem rate for each night the repairman is required to remain overnight at the Government location), the Government shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the Government with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) **AFTER HOURS**

When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) **SUNDAYS AND HOLIDAYS**

When the Government requires that repair service be performed on Sundays and Holidays observed at the Government location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the Government location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

**8. MAINTENANCE RATE PROVISIONS**

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

**b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the Government to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Government location.

**c. AFTER HOURS**

Should the Government require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

**d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Government location and the Contractor's service area, the charge will be:

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**\*\*If there is no additional charge, indicate "none" in the space provided above.\*\***

**e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a Government agency are indicated below:

| Quantity Range | Discounts |
|----------------|-----------|
| _____ Units    | _____ %   |
| _____ Units    | _____ %   |
| _____ Units    | _____ %   |

**9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.



e. **Cross-year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### 3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs.

### 4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

### 5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the Government.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### 6. RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a \_\_\_\_\_ (\*\*insert miles\*\*) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.



The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

#### 5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

#### 6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

**\*\*Contractor is to insert commercial warranty clauses.\*\***

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

d. inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: \_\_\_\_\_ If

#### 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### 8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### 9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

**FOB DESTINATION.** Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

**\*\*NOTE:** Contractors are to indicate in the pricelist whether the equipment is self-installable.\*\*

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

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**\*\*NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR  
INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION  
IN THE CONTRACT.\*\***

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.



**9. TITLE**

The rented property shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this rental Schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

**10. TAXES**

The Contractor is responsible for all state and local taxes.

**11. DISCONTINUANCE AND TERMINATION**

Equipment rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (I) Termination for the Government's convenience.

**12. RETURN OF EQUIPMENT**

- a. Within three (3) days after the date of expiration or termination of rental order, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.
- b. Upon request by the Government and at the Government's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.
- c. The vendor shall conduct a timely inspection of the returned products and within 30 days of the return, assert any claim if the equipment condition exceeds normal wear and tear.



#### 4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The Government may obtain installation from the Contractor or from other sources, including Government performed installation and/or maintenance.

#### 5. RENTAL PAYMENTS

a. Rental payments are as stated in this pricelist.

b. If the sum of the payments exceeds \_\_\_\_% of the stated initial value of the rented property, then ownership of the rented property transfers to the renting agency.

**\*\*NOTE: Offeror is to insert a proposed percentage.\*\***

#### 6. ORDER END OPTION

At the end of the order rental term, the Government will return the equipment to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the Government elects to extend the rental order.

#### 7. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:

- (1) can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the rental term, the Government shall remove any additions which:

- (1) were not rented from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

c. Any Additions which are not so removable will become the Contractor's property (lien free).

#### 8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

**TERMS AND CONDITIONS APPLICABLE TO  
DAILY/SHORT TERM RENTAL OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-4)**

**1. STATEMENT**

- a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would rent a car for a day or a week and lease it for one or more years, the intent of this Schedule pricelist is to provide for the rental of Information Technology products for brief periods of time for purposes such as disaster recovery, trade shows, short term training support or other short term requirements. If the Agency's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase, lease or rental.

**2. RENTAL ARRANGEMENTS**

- a. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the rental agreement. Any assignment, sale, bankruptcy, or other transfer of the rented equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.
- b. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist.

**3. ORDERING PROCEDURE**

- a. When a Government ordering office wishes to place a rental order through this Schedule, the following information will be provided to the vendor:
  1. The required products,
  2. The required delivery date,
  3. The term of the rental order, and
  4. The location and intended use of the equipment.
- b. The vendor will respond with whether the equipment can be provided on the required delivery date.



(c) **Termination/Cancellation charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The cancellation ceiling is a limit on the amount that a contractor may claim from the Government on the termination for convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed at cancellation based upon the shorter lease term. No cancellation cost will be associated with the expiration of the lease term.

(d) **Termination at no cost.** Rental or step lease do not include any termination charges for early end of the lease. For all other leases, at any time, lessors may offer no cost cancellation at the end of each fiscal year.

5. **Assignment of Lease**

The agency ordering contracting officer may approve the assignment of claim for a lease in accordance with FAR 32.304-5. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

6. **Other Lease Conditions**

(a) **Warranty:** The lessor will be responsible for fulfilling warranty responsibility equal to or better than that provided for new equipment as described in the schedule contract for the equipment.

(b) **Risk of Loss or Damage:** The lessor shall be responsible for the risk of loss or damage to the equipment, unless such loss or damage was due to the fault or negligence of the Government. At the lessor's option, the lessor shall repair or replace the equipment.

(c) **Government Rights under Lease:** The Government does NOT waive and performance requirements, warranty rights nor other contract or statutory rights, such the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract.

the period of availability of the multiple-year appropriation, or the expiration of the schedule contract whichever is earlier, notwithstanding any intervening fiscal years. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the Government exercises its rights hereunder to acquire title to the equipment license prior to such expiration date. Renewal delivery orders shall not be issued for less than all of the equipment and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds

(b) The Government at its discretion may exercise each option to extend the term of the lease through the lease term. Any extension will be for all, but not less than all, of the equipment, at lease charges set forth in the initial delivery order. The Government shall provide the lessor with written notice of exercise of each renewal option as soon as practicable, but in no event later than (10) business days after the Government receives notice of availability of fiscal year appropriations from the appropriate legislative or other elected authority of the Government.

(i) Rental or Step Leases may be cancelled, or not renewed, at the end of each fiscal year at no cost to the Government. For all other leases, the Government may cancel or not renew such leases under these SINs at no cost, pursuant to a Termination for non-Appropriation as defined herein. In any other event, the ordering agency contracting officer may either terminate the relevant delivery order for default or termination for convenience with FAR clause 52.212-4 paragraphs (l) and (m).

(ii) The termination for convenience at the end of a fiscal year allows for separate charges for the early end of the lease. In the event of termination for the convenience of the Government, the Government will not be liable for any amount beyond the order's cancellation ceiling. The separate charges under the termination for convenience clause must reasonably represent the value of the work actually performed at the termination of the lease based on the shortened term.

#### 4. Lease Termination:

The Government acknowledges and agrees that it has specifically elected the Lease Term of the relevant delivery order. The lessor (and assignee, if any) relied on the Government's representation of its intent to fulfill the full Lease Term in to determine the monthly lease payments calculated herein.

(a) **Termination for Convenience of the Government:** Leases entered into under this schedule may not be terminated except by the ordering agency's contracting office responsible for the delivery order in accordance with clause 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for convenience of the Government*. The costs charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the amount specified as available for contract performance, plus the cancellation ceiling.

(b) **Termination for Non-Appropriation:** The ordering agency reasonable believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering agency. Therefore, it is unlikely that leases entered into under the SIN will terminate prior to the full Lease Term. Nevertheless, the ordering agency's contracting officer may cancel or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been made available to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the lessor, and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. Substantiation to support a cancellation for non-appropriation shall be provided to the lessor upon request.



## 12. RETURN OF EQUIPMENT

Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

Upon request by the Government and at the Government's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

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## OPTION 2

To the extent an offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the Government's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the Government's financial obligation including any potential charges for early end of the lease.

### 1. Leasing Price List Notice

"The ordering agency is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions prior to ordering and obligating funding for a lease."

### 2. Statement Of Government Intent

(a) The Government and the contractor understand that a delivery issued pursuant to this SIN is a lease arrangement. In that regard, the Government, as lessee, intends to fulfill that agreement and is not entering into such agreement for the purpose of acquiring the use of the equipment for a period of time shorter than the term of the lease. The Government upon issuance of any delivery order pursuant to this SIN contemplates the use of the equipment for the term of the lease specified in such delivery order (the "Lease Term"). Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required other sections of the SIN.

(b) Each Government ordering office placing a delivery order under the terms of this SIN intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the needs of the Government for the equipment or functionally similar equipment continues to exist and funds are appropriated.

### 3. Lease Term

(a) Any lease is executed by the Government on the basis that the known requirement for such equipment exceeds the initial based period of the delivery order which is typically 12 months or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DAR) 2323.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

Where an ordering agency's specific appropriation authority provides for funds in excess of a fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term to the expiration of

## 7. UPGRADES AND ADDITIONS

a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:

- (1) can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

c. Any Additions which are not so removable will become the Contractor's property (lien free).

## 8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

## 9. TITLE

During the lease term, equipment shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the Contractor.

## 10. TAXES

The Contractor is responsible for all state and local taxes.

## 11. DISCONTINUANCE AND TERMINATION

Notwithstanding the provisions of 3.b(1) and (2), equipment leased under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.



#### 4. MAINTENANCE AND INSTALLATION

- a. Maintenance and installation, when applicable, normally are not included in the charge for leasing. The Government may obtain installation and/or maintenance from the Contractor or from other sources, including Government performed installation and/or maintenance.
- b. When installation and/or maintenance is to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

#### 5. MONTHLY PAYMENTS

a. Prior to the placement of an order under this Special Item Number, the Government ordering office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: \_\_\_\_\_

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. above.

d. The purchase option price will be the fair market value of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership.

In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

#### 6. LEASE END/DISCONTINUANCE OPTIONS.

a. Upon the expiration of the Lease Term, the Government will return the Equipment to the Contractor pursuant to paragraph 12 unless the Government by 30 days written notice elects either:

- (i) to purchase the equipment for the residual value of the equipment, or
- (ii) to renew the term of the Lease. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased equipment. A new residual value shall be negotiated for the renewed lease and new lease payments shall be computed.

b. The Government shall request a confirmation the shipping address not later than 15 calendar days prior to the return of the products.

c. The Contractor shall conduct a timely inspection of the returned products and within 30 days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.

(2) All orders for leasing automatically terminate on September 30 of the contract term; however, ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed, until the completion of the leasing agreement. If the Government exercises its option to renew, the leasing order, as renewed, shall include an option to renew until the expiration of the leasing agreement.

c. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

e. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist. The ordering agency contracting officer may approve the assignment of claim for a lease in accordance with FAR 32.304-5. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

f. Ordering Procedures:

(1) When a Government ordering office expresses an interest in leasing a product(s), the ordering office will provide the following information to the prospective vendor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed term of the lease.
- (iv) Where the equipment will be located.
- (v) Description of the intended use of the equipment.

(2) The lessor will respond with:

- (i) Whether the lessor can provide the required equipment.
- (ii) The estimated residual value of the equipment.
- (iii) The monthly payment based on the rate and the initial and residual values of the equipment.
- (iv) The estimated cost, if any, of applicable State or local taxes.
- (v) A confirmation of the availability of the equipment on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.





**\*\*NOTE:** Under SIN 132-3 Leasing of Products, there are two sets of terms and conditions. Option 1 does not contain a cancellation clause and all leases automatically expires on September 30<sup>th</sup> or sooner. Option 2 contains a cancellation clause, in which the fee must be in accordance with the Anti-Deficiency Act. You may offer either option or both options. \*\*

#### OPTION 1:

##### 1. STATEMENT

a. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government, as lessee, anticipates fulfilling the leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease (N months as specified in the delivery order). However, unless the ordering office has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase. Agencies are responsible for the obligation of funding consistent with fiscal law when entering into any lease arrangement.

##### 2. LEASING OPTIONS

The Government will consider proposals for leasing options which the Contractor believes will have application in the Government. Only those vendor proposed options which are considered to represent good value will be accepted. The following leasing options are suggested :

- a. Lease to Ownership (Capital Lease)
- b. Lease with Option to Own (Operating Lease)
- c. Lease of a Solution

##### 3. ORDERS AND PERIODS OF LEASING ARRANGEMENTS

a. Orders placing equipment under a leasing arrangement must specify the applicable leasing option under which the equipment is being leased.

b. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

- (1) Any lease executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Due to funding constraints, however, the Government cannot normally commit to a longer term at the commencement of the lease. In order to permit the exercise of renewal options granted to the Government under the lease, the total leasing term will be specified in the delivery order. All orders for leasing shall remain in effect

## 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## 23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

**\*\*NOTE: Contractor should insert the contractor's website or other location where full details can be found.\*\***

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).



**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

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Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.



Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. SECURITY REQUIREMENTS.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

**16. GSA Advantage!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

**17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.



**Review additional Schedule Contractors'**

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of



- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000

Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.  
In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--



within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: \_\_\_% - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions

**\*\*If Government Educational Institutions are offered special discounts, which are greater than the discounts offered to other Government customers, specify such discounts. Otherwise, state that Government Educational Institutions are offered the same discounts as all other Government customers.\*\***

- e. Other

**\*\*Provide complete information to explain all of the discounts offered. Copy the language in paragraphs "a" through "f" as applicable to your proposal.\*\***

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is \$ \_\_\_\_.

**\*\*See C.10, ORDER LIMITATIONS, paragraph (a) Minimum Order.\*\***

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product  
Special Item Number 132-4 - Daily / Short Term Rental  
Special Item Number 132-8 - Purchase of Equipment  
Special Item Number 132-32 - Term Software Licenses  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-51 - Information Technology (IT) Professional Services  
Special Item Number 132-52 - Electronic Commerce (EC) Services  
Special Item Number 132-53 - Wireless Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: \_\_\_\_\_

Block 30: Type of Contractor - \_\_\_\_\_

**\*\*Copy the applicable letter and corresponding language from the following list\*\***

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - \_\_\_\_\_ **\*\*Yes or No\*\***

Block 36: Contractor's Taxpayer Identification Number (TIN): \_\_\_\_\_

4a. CAGE Code: \_\_\_\_\_

4b. Contractor has/has not registered with the Central Contractor Registration Database.

**\*\*Choose the appropriate language - has/has not - in the above sentence. (see C.43).\*\***

**\*\*CAGE Codes are assigned by the Defense Logistics Agency. If you do not currently have a CAGE Code, GSA will supply you with the form necessary to obtain a CAGE Code at a later date.\*\***

**5. FOB Destination****6. DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

\_\_\_\_\_

\_\_\_\_\_ Days

\_\_\_\_\_

\_\_\_\_\_ Days

**\*\*NOTE: The Time of Delivery stated should be identical to that shown under paragraph B.2, PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS. If Expedited Delivery and/or Overnight and 2-Day Delivery are offered under paragraph C.12, COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE), provide information in this section of the pricelist.\*\***

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry



**\*\*On a page entitled "Information For Ordering Offices," copy the language indicated below, as consecutively numbered paragraphs, and provide appropriate responses, where required.\*\***

**INFORMATION FOR ORDERING OFFICES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. Geographic Scope of Contract:**

**\*\*The minimum acceptable geographic scope of contract is the 48 contiguous states and the District of Columbia. FOR SIN 132-53 ONLY, if proposed, list the limited geographic coverage.\*\***

**2. Contractor's Ordering Address and Payment Information:**

**\*\*The Contractor should insert the complete address(es) for ordering (see paragraph G.8) and payment (see paragraph G.10).\*\***

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

**\*\*Choose the appropriate language—"will" or "will not"—in the second sentence. Copy the first and third sentence.\*\***

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

**\*\*Insert the telephone numbers.\*\***

**\*\*When there are Authorized Dealers participating under the Contract, insert the following sentence.\*\***

**When Authorized Dealers are allowed by the Contractor to bill Government agencies and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.**

**IN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES**

|                |  |
|----------------|--|
| FPDS Code D304 | Value Added Network Services (VANs)  |
| FPDS Code D304 | E-Mail Services  |
| FPDS Code D304 | Internet Access Services   |
| FPDS Code D304 | Navigation Services  |
| FPDS Code D399 | Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services |

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

**SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)**

Paging Services  
Cellular/PCS Voice Services

~~NOTE: Wireless Services are not intended to supersede or be substituted for any FTS local and long distance programs.~~

**\*\*Indicate the following: Contractor's Name, Complete Address (including zip code), Telephone Number (including area code) and Internet Address/Web Site.\*\***

Contractor's Name  
Complete Address, including Zip Code  
Telephone Number, including Area Code

Internet Address/Web Site

**\*\*Copy the following language, leaving appropriate blanks, as shown:\*\***

Contract Number:

\_\_\_\_\_  
**\*\*will be furnished at time of award\*\***

Period Covered by Contract:

\_\_\_\_\_  
**\*\*will be furnished at time of award\*\***

General Services Administration  
Federal Supply Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**\*\*End of information to be included on the Cover Page of the Pricelist. Any additional information to be included on this page is subject to approval by the Contracting Officer.\*\***

**\*\*Table of Contents. The next page in the pricelist should be entitled "Table of Contents," and should contain the basic sections of the pricelist, along with corresponding page numbers for ease of use.\*\***



**SIN 132-33 - PERPETUAL SOFTWARE LICENSES****FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**

Operating System Software  
 Application Software  
 Electronic Commerce (EC) Software  
 Utility Software  
 Communications Software  
 Core Financial Management Software  
 Ancillary Financial Systems Software  
 Special Physical, Visual, Speech, and Hearing Aid Software

**Microcomputers**

Operating System Software  
 Application Software  
 Electronic Commerce (EC) Software  
 Utility Software  
 Communications Software  
 Core Financial Management Software  
 Ancillary Financial Systems Software  
 Special Physical, Visual, Speech, and Hearing Aid Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE****SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)****SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

|                |   |
|----------------|---|
| FPDS Code D301 | IT Facility Operation and Maintenance                                 |
| FPDS Code D302 | IT Systems Development Services                                       |
| FPDS Code D306 | IT Systems Analysis Services  |
| FPDS Code D307 | Automated Information Systems Design and Integration Services         |
| FPDS Code D308 | Programming Services  |
| FPDS Code D308 | Millennium Conversion Services (Y2K)                                  |
| FPDS Code D310 | IT Backup and Security Services                                       |
| FPDS Code D311 | IT Data Conversion Services   |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services |
| FPDS Code D316 | IT Network Management Services  |
| FPDS Code D317 | Automated News Services, Data Services, or Other Information Services |
| FPDS Code D399 | Other Information Technology Services, Not Elsewhere Classified       |

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT****Miscellaneous Communications Equipment****\*\*Indicate if any of the following are offered under Special Item Number 132-8.\*\***

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Used Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)**

**\*\* Indicate if any of the following are offered.\*\***

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

**SIN 132-32 - TERM SOFTWARE LICENSES****FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**Microcomputers**

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software



**FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES**

Microcomputer Control Devices  
Telephone Answering and Voice Messaging Systems

**FSC CLASS 7050 - ADP COMPONENTS**

ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT**

Communications Equipment Cables

**FSC CLASS 6015 - FIBER OPTIC CABLES**

Fiber Optic Cables

**FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES**

Fiber Optic Cable Assemblies and Harnesses

**FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL**

Coaxial Cables

**FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT**

Telephone Equipment  
Audio and Video Teleconferencing Equipment

**FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS**

Communications Security Equipment

**FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT**

Facsimile Equipment (FAX)

**FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE**

Two-Way Radio Transmitters/Receivers/Antennas  
Broadcast Band Radio Transmitters/Receivers/Antennas  
Microwave Radio Equipment/Antennas and Waveguides  
Satellite Communications Equipment

**FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE**

Airborne Radio Transmitters/Receivers

**FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE**

Radio Navigation Equipment/Antennas

**FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE**

Airborne Radio Navigation Equipment

**FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE**

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

**FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE**

Airborne Radar Equipment

**\*PRICELIST COVER PAGE\*\***

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**\*\*Provide a general description of the commodity offered, if desired.\*\***

**\*\*List all applicable Special Item Numbers, FSC Classes and FPDS Codes from the following lists:\*\***

Special Item No. 132-3 Leasing of Product  
Special Item No. 132-4 Daily / Short Term Rental  
Special Item No. 132-8 Purchase of Equipment  
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software  
Special Item No. 132-50 Training Courses  
Special Item No. 132-51 Information Technology Professional Services  
Special Item No. 132-52 Electronic Commerce Services  
Special Item No. 132-53 Wireless Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**SIN 132-3 LEASING OF PRODUCT****SIN 132-4 DAILY / SHORT TERM RENTAL****SIN 132-8 PURCHASE OF EQUIPMENT****FSC CLASS 7010 - SYSTEM CONFIGURATION**

End User Computers/Desktop Computers  
Professional Workstations  
Servers  
Laptop/Portable/Notebook Computers  
Large Scale Computers  
Optical and Imaging Systems  
Other Systems Configuration Equipment, Not Elsewhere Classified

**FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES**

Printers  
Display  
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens  
Network Equipment  
Other Communications Equipment  
Optical Recognition Input/Output Devices  
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage  
Other Input/Output and Storage Devices, Not Elsewhere Classified

**FSC CLASS 7035 - ADP SUPPORT EQUIPMENT**

ADP Support Equipment



12. Any descriptive information relating to the equipment and/or software offered (subject to the approval of the Contracting Officer)
13. Products and Services Pricelist - should include, at a minimum, the following:
  - a. Brand Name, Model and/or Catalog Number (as applicable)
  - b. Brief description of item
  - c. Government unit price (NET PRICE) for the product or service.

NOTE: Contractors should indicate if the equipment and/or software is Energy Star compliant.

14. Blanket Purchase Agreements (BPAs).
15. Contractor Team Arrangements.
16. List of Service and Distribution Points, as applicable.
17. List of Participating Dealers, as applicable.







## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

AMENDMENT/MODIFICATION NO.  
AMENDMENT #83. EFFECTIVE DATE  
See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (IF APPLICABLE)

Issued By

Code 01337

7. ADMINISTERED BY (If other than Item 6)

Code

General Services Administration  
FSS / IT Acquisition Center (FCI)  
Crystal Mall #4; Room 1017  
1941 Jefferson Davis Highway  
Arlington, VA 22202

8. Name and Address of Contractor (No., street, county, State and ZIP Code)

(X)

9A. AMENDMENT OF SOLICITATION NO.

FCIS-JB-980001B

9B. DATED (SEE ITEM 11)

98082

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

solicitation

as

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered ☐ is amended set forth in item 14. The hour and date specified for receipt of ☐ is extended ☒ is not extended

Offer's must receipt of this amendment prior to the hour and date in the solicitation or as by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on copy of the offer submitted; or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, change may be made by telegram or letter, provided each telegram or letter reference to the solicitation and this amendment, and is received prior to the opening hour and

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

## E. IMPORTANT: Contractor

Organized

is not

☒

is required to sign this document and return 2 (TWO) copies to the issuing office

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (by UCF section headings, including solicitation/contract subject matter where feasible.)

The above referenced solicitation under FSC Group 70, Information Technology Multiple Award Schedule, is hereby amended.

All other Terms and Conditions remain the same, except as indicated below:

(NOTE: By signing this amendment, Offeror has agreed to and incorporated by reference all the changes into the solicitation.)

| NAME   | 15A. NAME AND TITLE | CONTRACT                      |
|--|---------------------|-------------------------------|
| as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore | ed, remains         | and in full force and effect. |
| 15A. AND TITLE OF SIGNER (Type or print)   | 1 D OF C            | NG OFFICER (Type or print)    |

15B. CONTRACTOR/OFFEROR

18C. DATE SIGNED

(Signature of authorized to sign)

Exemption 6

-152-8070

30-105

PREVIOUS EDITION UNUSABLE

Note: This is an FSS reproduction using word processing software

STANDARD FORM 36 (REV. 10-83)

Prescribed by GSA,

FAR (48 CFR) 53.243





**1. Paragraph B.2 Products and Services Offered/Schedule of Items, the following are modified:**

- a. SIN 132-52 Electronic Commerce Services, DELETE the 'Note' in its entirety and REPLACE with the following:**

Note: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.

- b. SIN 132-53 Wireless Services, DELETE the 'Note' in its entirety.**

**2. Attachment I, Guidelines for Format and Content of Federal Supply Service Information Technology Schedule Pricelist, 'Cover Page' section, modify as follows:**

- a. SIN 132-52 Electronic Commerce Services, DELETE the 'Note' in its entirety and REPLACE with the following:**

Note: Electronic Commerce Services are not intended to supersede or be substituted for any voice requirements of FTS2001.

- b. SIN 132-53 Wireless Services, DELETE the 'Note' in its entirety.**

**3. Attachment I, Guidelines for Format and Content of Federal Supply Service Information Technology Schedule Pricelist, 'Information for Ordering Offices' section, Paragraph 2. Contractor's Ordering Address and Payment Address, ADD the following at the end of the paragraph:**

**\*\*When there are Authorized Dealers participating under the Contract, insert the following Sentence.\*\***

When Authorized Dealers are allowed by the Contractor to bill Government agencies and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.



\_\_\_\_\_

...







